



Corridor Program

Congestion Relief & Bus Rapid Transit Projects

APPENDIX O5

Cooperative Agreement for the Design, Construction, and Operation of the I-405 Kirkland Nickel Stage 1 and Stage 2 Projects (GCA-4390)

I-405, SR520 to SR522 Stage 1 (Kirkland Stage 1)

Request For Proposal
July 15, 2005



**Washington State
Department of Transportation**

GCA-4390
COOPERATIVE AGREEMENT
For the DESIGN, CONSTRUCTION, AND OPERATION of the
I-405 KIRKLAND NICKEL STAGE 1 AND STAGE 2 PROJECTS

THIS AGREEMENT is made and entered into by the **CITY OF KIRKLAND**, hereinafter referred to as the “CITY”, and the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION**, acting by and through the Secretary of the Department of Transportation, hereinafter referred to as the “STATE”, collectively referred to as the “PARTIES” and individually referred to as “PARTY”.

WHEREAS, the STATE, in the interest of providing congestion relief and improved transit service in the I-405 Corridor, proposes improvements along I-405 within the CITY in two projects known as “Kirkland Nickel – Stages 1 and 2” and individually as Stage 1 and Stage 2, respectively, hereinafter referred to as the “PROJECTS”; and

WHEREAS, the proposed PROJECTS will require the STATE to perform certain work on the CITY’s facilities; and

WHEREAS, the STATE, having secured full funding for the PROJECTS, is willing to undertake the construction of said PROJECTS; and

WHEREAS, the CITY is willing to consent to the execution of said PROJECTS upon the terms and conditions herein stated; and

WHEREAS, the STATE will build the PROJECTS using the design-build method of contracting; and

WHEREAS, the design-build method of contracting is flexible, allowing for the development and finalization of plans during the contract, unlike the typical design-bid-build method of contracting; and

WHEREAS, due to the flexible nature of design-build contracting, the PARTIES desire this AGREEMENT which defines the roles and responsibilities of the PARTIES related to design, construction, maintenance and operation of the PROJECTS; and

WHEREAS, the PARTIES executed a Memorandum of Understanding on April 5, 2004, that described how the PARTIES would cooperate during design and construction of the PROJECTS; and

WHEREAS, the PARTIES desire to further define communication channels and roles that were included in said Memorandum of Understanding; and

WHEREAS, the CITY, the STATE, and the Kirkland Advisory Committee have had ongoing communication and negotiations that have resulted in many design decisions for elements within the PROJECTS; and

WHEREAS, the PARTIES desire to identify and record these design decisions; and

WHEREAS, the PARTIES recognize future supplements to this AGREEMENT, which could be in the form of Turnback Agreements, Cooperative Agreements, and other types of agreements, may be necessary to record final design decisions and define cost estimates and billings related to the design, construction, maintenance and operation of the PROJECTS;

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

1. GENERAL

The STATE will construct improvements along the I-405 corridor, the general limits of which are shown and described on Exhibit A, attached hereto and by this reference made part of this AGREEMENT. These improvements will be constructed in two Stages: Stage 1 and Stage 2. Components of both Stages are described in Exhibit B, attached hereto and by this reference made part of this AGREEMENT.

2. ROLES

The PARTIES acknowledge that the STATE will enter into future contractual agreement(s) with a Design-Builder for design and construction of the PROJECTS. Therefore, the CITY agrees to direct all communication related to specific aspects of the PROJECTS through the appropriate STATE representatives for:

Construction: I-405 Contract Manager

Design: I-405 Design Manager

Traffic Control: I-405 Traffic Control Manager

Public Information: I-405 Public Information Manager

All Other Inquiries: I-405 Segment Manager

The CITY agrees to provide members for both the PROJECTS' I-405 Maintenance and Operations Task Force and the PROJECTS' Public Involvement Task Force; these task forces serve as advisory groups to the PROJECTS' Design-Builder. The CITY-selected members will attend regular meetings of these task forces.

The CITY's task force representative(s) agree to assist in expediting CITY review and approval of all Design-Build submittals that are required to be made to the CITY, such as, but not limited to, detour and traffic control plans. The STATE's Design Builder is responsible for making all submittals directly to the CITY for review.

The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECTS, and the mutual benefit provided in shortening plan and

proposal review times. To that end, the PARTIES commit to cooperate in reducing plan review times.

The CITY may choose, at its discretion, to reconvene the Kirkland Advisory Committee, hereinafter referred to as the “KAC,” to obtain input regarding proposed design changes within the CITY’s corporate limits. The CITY may also choose to convene and involve the KAC as the CITY deems necessary to continue distributing community information and maintaining committee and community involvement.

The STATE agrees to make presentations to the CITY and the KAC when requested to do so by the CITY.

The PARTIES agree to meet after construction of the Stage 1 project to review “lessons learned” regarding roles, responsibilities, and processes. The PARTIES further agree that, based on the outcome of the “lessons learned,” this AGREEMENT may be supplemented to further develop the roles, responsibilities, and processes prior to construction of the Stage 2 project.

The PARTIES agree to fund and be 100 percent responsible for their own respective costs associated with staff time necessary to fulfill their roles and responsibilities as identified in this AGREEMENT.

3. DESIGN

A. Geometric Elements: All plans for the PROJECTS will follow the I-405 Plan Preparation Manual using STATE design standards within limited access areas and CITY design standards for CITY streets outside of limited access areas. Existing roadway geometrics are identified in Exhibit C, attached hereto and by this reference made part of this AGREEMENT. Roadway and pedestrian improvements for the PROJECTS that have been agreed to by the PARTIES are identified in Exhibit D, attached hereto and by this reference made part of this AGREEMENT.

B. Aesthetic Elements: The PARTIES agree that all aesthetic elements incorporated in the PROJECTS will conform to the guidelines described in the I-405 Urban Design Guidelines, hereinafter referred to as the UDG. The PARTIES have agreed to the aesthetic elements identified and described in the UDG. The PARTIES understand that the engineering details of aesthetic elements identified in the UDG are undergoing final review; this review will not change the concepts developed during the context sensitive solutions process. Details of aesthetic elements agreed to by the PARTIES for the PROJECTS are identified in Exhibit E, attached hereto and by this reference made part of this AGREEMENT.

C. Storm Drainage on Northeast 116th Street: The PARTIES recognize there are current storm drainage problems at the Northeast 116th Street / I-405 Interchange, due to capacity problems of the existing storm drainage system and the amount of water flowing to this system. To alleviate these problems, the PARTIES have agreed to the storm drainage design elements identified in Exhibit F, attached hereto and by this reference made part of this AGREEMENT, which will be constructed as part of the PROJECTS.

D. Design Changes: If the STATE's Design-Builder proposes a design change to an element within the CITY's corporate limits, the STATE agrees to present the change to the CITY for concurrence.

If the CITY proposes a change to a design element within the CITY's corporate limits in either Stage of the PROJECTS, the CITY shall request a meeting through the appropriate STATE representative with the STATE's Design-Builder. The STATE agrees to meet in a cooperative spirit to review and discuss the proposed change. If the STATE determines the proposed change to be feasible and appropriate, the PARTIES shall negotiate the responsibilities for payment of costs associated with the requested change based on the benefits of the proposed change to each PARTY. If the PARTIES can mutually agree on payment responsibilities, the STATE will implement the change. The consideration of potential schedule delays which may result in additional cost will be of paramount importance to both PARTIES, with reducing cost as the primary goal and acknowledged mutual benefit.

E. Design Review: The STATE will provide the CITY 60percent design level plans for review. The CITY will review the plans to ensure conformance with the appropriate STATE Request for Proposal and applicable CITY regulations. The CITY agrees to complete the review within 9 (nine) business days from receipt of the plans.

4. UTILITIES

The CITY agrees to complete encasing, with steel pipe, the entire length of the CITY's uncased 18 inch diameter gravity sanitary sewer line crossing under I-405, located just south of the Northeast 116th Street Interchange and identified in Washington State Department of Transportation (WSDOT) Utility Permit #14555, as soon as possible and no later than August 31, 2005.

The CITY has a communication conduit located above and in the same trench as the Abovenet Fiber cables installed by Metro Fiber Networks in accordance with WSDOT Utility Permit #17585. These utilities are not in the planned project impact area and are not slated for relocation during construction of the PROJECTS. However, in the event that the CITY's conduit is impacted, the CITY shall provide measures to have it relocated in conjunction with the concurrent Abovenet Fiber cable relocation activities.

All Utility work will be in accordance with the terms of the applicable Utility Permit or Utility Franchise.

5. TRAFFIC CONTROL AND DETOUR PLAN APPROVAL PROCESS

The STATE's Design-Builder shall submit proposed road closures, detours, and traffic control plans involving CITY streets to the CITY's Public Works Department for approval. The CITY shall review each submittal and return it to the Design-Builder within ten (10) business days after receipt of plans, indicating either "approved", "approved with comments", or "not approved, contractor to revise and resubmit".

6. PERMITS

The STATE, and/or its Design-Builder, will apply for and obtain all necessary permits for work within the corporate limits of the CITY and regulated by the CITY, including but not limited to:

- Exceptions to the Hours for Development Activity (per Kirkland Zoning Code 115.25)
- Noise Variance Approvals (per Kirkland Zoning Code 115.95)
- Right-of-Way use permit, which includes all utility and road construction work within the CITY's right-of-way. This includes, but is not limited to, review of haul routes, proposed road closures, design and construction of sewers, utilities, road grades, sidewalks, curbs, driveway curb cuts, pavement sections, etc.
- Land Surface Modification permit for the purpose of addressing local critical area requirements related to wetlands mitigation at Forbes Lake per the Kirkland Zoning Code and consistent with Washington state and federal requirements

7. WETLAND MITIGATION SITES

The PARTIES have worked closely to locate wetland mitigation sites that assured maximum value to the environment and that were agreeable to both PARTIES. The sites that were selected, and general details regarding design, construction, and maintenance for each site, are included in Exhibit G, attached hereto and by this reference made part of this AGREEMENT. The PARTIES agree to enter into a future Agreement and Conservation Easement that will further define details related to the transfer of property and maintenance of the wetland mitigation sites. All wetland mitigation for the PROJECTS will be constructed on the Stage 1 project.

8. MAINTENANCE RESPONSIBILITIES

The PARTIES agree that, in general, financial responsibility for maintenance of the PROJECTS' components will not deviate from those described in RCW 47.24 and will conform to the "CITY STREETS AS PART OF STATE HIGHWAYS" guidelines document dated April 30, 1997. Items which may not be addressed in RCW 47.24 are listed below, along with their planned maintenance responsibilities:

- Fish passage under I-405 shall be maintained by the STATE.
- Special seating, as described in the I-405 Urban Design Criteria, that will be located along the Northeast 116th Street corridor in the vicinity of the interchange shall be maintained by the CITY.
- Traffic signal system at the new half Single Point Urban Interchange shall be operated and maintained by the STATE.
- Traffic signal system for the intersection at Northeast 116th Street and 120th Avenue Northeast will be maintained by the CITY after installation, testing and refinement by the STATE are complete.
- Wall abutment and abutment finishes, planter boxes adjacent to I-405, and stone landscapes under freeway structures will be maintained by the STATE.
- Responsibilities related to the wetland mitigation sites shall be generally as described in Exhibit G, and will be further defined in a future Conservation Easement as noted in Section 7 of this AGREEMENT.

9. DISPUTES

In the event that a dispute arises under this AGREEMENT, the PARTIES will work collaboratively toward resolution using the following guidelines at the lowest organizational level:

- 9.1 **Informal Resolution.** The CITY's Public Works Director and the STATE's I-405 Project Director will jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 9.2 **Written Notice.** If unresolved, the CITY's Public Works Director and the STATE's I-405 Project Director shall notify each other in writing of any dispute needing resolution. They shall meet together with appropriate staff from the CITY and STATE, if any, within three (3) business days of receiving the written notice in order to resolve the dispute to the satisfaction of both PARTIES. Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays and minimize costs.
- 9.3 **Dispute Resolution Panel.** If still unresolved, the CITY's Public Works Director and the STATE's I-405 Project Director shall each appoint a member to a dispute resolution panel; these two members shall select a third member not affiliated with either PARTY. The decision made by this panel shall be final and binding on the PARTIES to this AGREEMENT. The STATE and the CITY shall each pay fifty (50) percent of the costs for the third member of the dispute resolution panel.

10. EFFECTIVENESS AND DURATION

This AGREEMENT is effective upon execution by both PARTIES and will remain in effect through December 31, 2014.

11. TERMINATION

This AGREEMENT may be terminated by either PARTY upon one hundred twenty (120) calendar day's written notice.

12. AMENDMENT

Either PARTY may request changes in these provisions. Such changes, which are mutually agreed upon, shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

13. VENUE

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington, and only upon exhaustion of the dispute resolution process outlined in Section 9 of this AGREEMENT.

14. INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES shall protect, defend, indemnify, and save harmless the other PARTY, its

officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the PARTY'S negligent acts or omissions. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY'S own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In any action to enforce the provisions of this Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs from the other PARTY. This indemnification shall survive any termination of this AGREEMENT.

15. GOVERNANCE

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

16. SEVERABILITY

If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

17. ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the last date written below:

CITY OF KIRKLAND

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By

Dave Ramsay
City Manager

Date

APPROVED AS TO FORM:

By (print)

Signature

City Attorney

Date

By

Craig J. Stone
Urban Corridors Office
Deputy Administrator

Date

APPROVED AS TO FORM:

By (print)

Signature

Senior Counsel
Office of the Attorney General

Date

EXHIBIT A
**ABBREVIATIONS USED IN EXHIBITS/ GENERAL PROJECT DESCRIPTON AND
LIMITS**

Definitions of abbreviations used throughout Exhibits A through G of this AGREEMENT are as follows:

BNSF: Burlington Northern Santa Fe Railroad

DB: Design-Build

EB: eastbound

I/C: interchange

I/S: intersection

KAC: Kirkland I-405 Advisory Committee

NB: northbound

SB: southbound

SPUI: single point urban interchange

SR: State Route

USFWS: United State Fish and Wildlife Service

WB: westbound

General elements of the PROJECTS are identified below:

- Add one general purpose lane NB on I-405 from the Northeast 70th Street exit to the Northeast 124th Street exit.
- Add one general purpose lane SB on I-405 from SR 522 to the existing add lane at the SR 520 I/C.
- The widening described above will widen the existing I-405 roadway without rebuilding the Northeast 70th Street, Northeast 85th Street, or Northeast 124th Street interchanges. This will result in non-standard lane and shoulder widths on I-405 through these interchange areas.
- Reconstruct the existing half-diamond Northeast 116th Street I/C to a half SPUI.
- Provide arterial improvements on Northeast 116th Street from west of the 120th Avenue Northeast intersection to the 124th Avenue Northeast intersection.
- Provide improvements on 120th Avenue Northeast at the Northeast 116th Street intersection.

The diagram on the next page visually identifies the general project limits, and the approximate limits of each Stage:

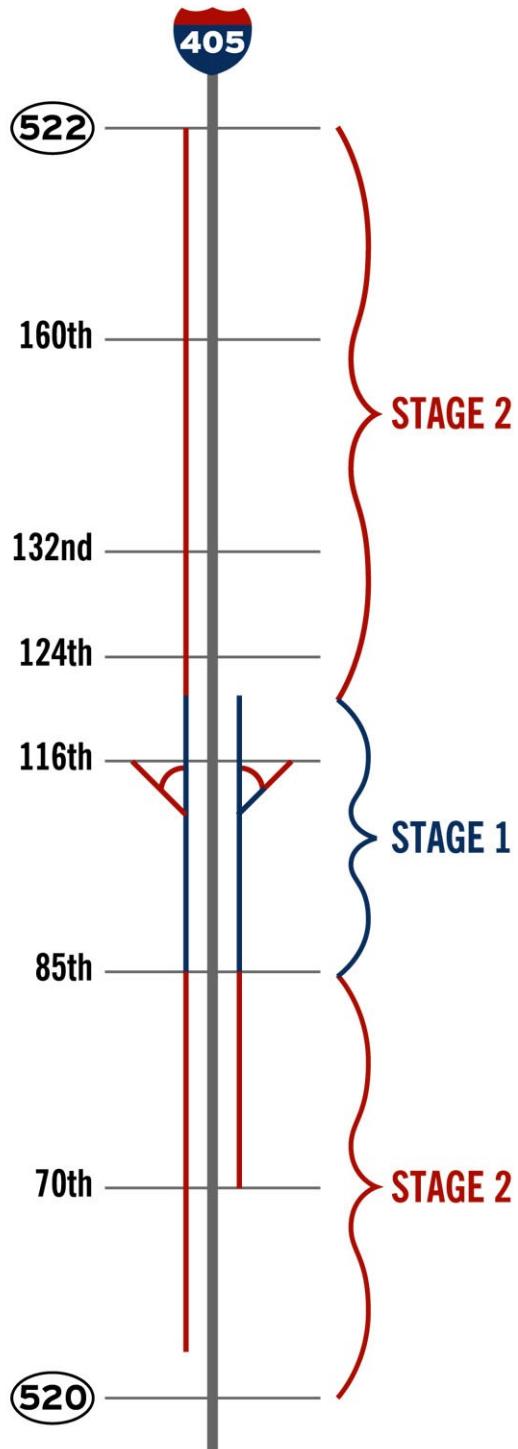


EXHIBIT B
COMPONENTS OF STAGES 1 AND 2

Stage 1 major components include, but are not limited to:

1. Construct one additional general purpose lane on both NB and SB I-405 between Northeast 85th Street and Northeast 124th Street, including reconstruction of mainline structures over Northeast 116th Street.
2. Rebuild NB exit ramp from I-405 to Northeast 116th Street, tying into the existing ramp termini just south of Northeast 116th Street.
3. Realign the Northeast 85th Street SB to WB ramp and modify the existing Northeast 85th Street to 114th Avenue Northeast right turn pocket.
4. Construct wetland mitigation sites for mitigation of both Stage 1 & Stage 2 wetland impacts.
5. Rebuild and extend northward, approximately 1300 linear feet, existing noise walls east of I-405 at the Northeast 85th on-ramp.
6. Construct a noise wall south of the existing Northeast 100th Street pedestrian bridge.
7. Replace a noise wall panel west of I-405 south of the Northeast 85th Street interchange.
8. Replace approximately 390 linear feet of existing noise wall west of I-405 and north of the Northeast 85th Street interchange.
9. Through coordination between the STATE, the CITY and USFWS the existing fish barrier at Forbes Creek is being removed. The new fish way and fish-friendly culvert at the I-405 crossing will open approximately 3,000 feet of stream habitat up to Forbes Lake. In addition, the Forbes Lake and feeder tributaries to the lake will provide additional natural riparian and stream habitat opportunities.
10. Construct new temporary pedestrian walkway and other pedestrian enhancements on the north side of Northeast 116th Street to address pedestrian traffic safety.
11. Construct various retaining walls.
12. On the I-405 Mainline northbound and southbound from approximately Northeast 85th Street to the Northeast 116th I/C ramps and north of the Northeast 116th Street I/C, provide landscaping as defined in the I-405 Urban Design Guidelines. Where further reconstruction in Stage 2 will occur, temporary seeding will be provided south of the Northeast 116th I/C.
13. For wall treatment at the Northeast 116th I/C bridge abutment, provide the architectural elements described in the I-405 Urban Design Guidelines
14. Resurface I-405 between Northeast 85th Street and Northeast 124th Street.
15. Replacement of damaged noise wall panel southbound on-ramp from Northeast 85th Street. Wall texture should match adjacent panels.
16. The STATE acknowledges the importance to the CITY of constructing the southbound on-ramp at Northeast 116th Street as soon as possible. As such, the STATE will make this work a priority should monies become available. The STATE will endeavor to find ways to add this work within Stage 1 should actual bidding results provide lower costs than anticipated. This may be accomplished through any means the STATE finds feasible, including contractual agreements with the selected design builder.

Stage 2 major components include, but are not limited to:

1. Construct one additional general purpose lane on NB I-405 from Northeast 70th Street to Northeast 85th Street.
2. Construct one additional general purpose lane on SB I-405 from SR 522 to Northeast 124th Street and from Northeast 85th Street to SR 520.
3. Finish reconstruction of the Northeast 116th Street I/C to a half-SPUI, including the reconstruction of the SB on-ramp, arterial widening of Northeast 116th Street and 120th Avenue Northeast, and including replacement of the BNSF structure on Northeast 116th Street. Replacement of the BNSF structure is contingent upon execution of an agreement between the STATE and BNSF.
4. Construct bike lanes and pedestrian improvements along Northeast 116th Street from approximately 114th Avenue Northeast to 124th Avenue Northeast.
5. Construct pedestrian improvements on 120th Avenue Northeast in the vicinity of the Northeast 116th Street / 120th Avenue Northeast intersection.
6. Provide the architectural elements described in the I-405 Urban Design Guidelines (wall treatment, lighting, and pedestrian walkway amenities) at the Northeast 116th Street interchange.
7. Provide landscaping as described in the I-405 Urban Design Guidelines on I-405 mainline NB and SB in all areas that were not addressed in Stage 1. Complete landscaping according to the I-405 Urban Design Guidelines at the Northeast 116th I/C, including the south portion of the interchange.
8. Construct noise walls on the east side of I-405 south of the Northeast 70th Street I/C.
9. Replace the existing noise wall located on the west side of I-405 south of the Northeast 70th Street I/C, near the Northeast 60th Street pedestrian bridge.
10. Construct a noise wall on the east side of I-405 from approximately the Northeast 80th Street pedestrian bridge to Northeast 83rd Street.
11. Construct various noise walls outside the CITY'S corporate limits.
12. Construct various retaining walls.
13. Resurface I-405 NB from NE 70th Street to NE 85th Street, and SB from SR 522 to NE 124th and from NE 85th to SR 520.

EXHIBIT C
EXISTING ROADWAY GEOMETRICS

I-405 Mainline

- Four 12 foot wide lanes
- Inside shoulder varies from 4 to 7 feet wide
- Outside shoulder 10 feet wide

Northeast 116th Street

- Four 11 foot wide lanes under I-405
- Five 11 foot wide lanes east of the I-405 interchange
- Three 11 foot wide lanes west of I-405 across 120th Avenue Northeast

120th Avenue Northeast

- Three 11 foot wide lanes north of Northeast 116th Street
- Two 11 foot wide lanes south of Northeast 116th Street

EXHIBIT D
ROADWAY AND PEDESTRIAN IMPROVEMENTS

Stage 1

Roadway Improvements

I-405 Mainline

- Five 12 foot wide lanes
- Inside shoulder 10 feet
- Outside shoulder 10 feet

116th arterial

- Northeast 116th no change

Pedestrian Improvements

- The existing sidewalk on the north and south side of Northeast 116th Street under the I-405 over crossing will be removed as part of the demolition of the mainline structures. The sidewalk on the south side of Northeast 116th Street will not be replaced. The sidewalk on the north side of Northeast 116th Street will be replaced with an 8 foot wide, ADA compatible, temporary asphalt sidewalk that will transition to the existing sidewalk on either side of the structure; a 4 foot wide gravel buffer will be placed between this sidewalk and the roadway. Gravel will also be installed between the back of the sidewalk and the I-405 mainline structure abutment.
- Place gravel between Northeast 116th Street and the I-405 mainline structure abutments to the south.
- Construct 10 foot wide sidewalk with ADA ramp at the southeast quadrant of the northbound I-405 off-ramp at Northeast 116th Street.
- Reconstruct the ADA ramp on the north side to align with the signal and south side ramp; re-stripe the crosswalk to align with these ramps.
- During construction the contractor will maintain pedestrian access through the construction zone on the north side of Northeast 116th Street.

Stage 2

Roadway Improvements

- New 5 foot wide bike lanes will be built on Northeast 116th Street between 120th Avenue Northeast and 124th Avenue Northeast. Existing bike lanes on Northeast 116th Street west of 120th Avenue Northeast will be rebuilt and will match into existing bike lanes.
- Lane widths on all arterial streets will follow current CITY Standard Plans, except as modified by the details contained in this EXHIBIT. All lane widths on arterial streets will be 11 feet minimum.
- Curb radius on the southeast corner of the Northeast 116th Street / 120th Avenue Northeast intersection will be 55 feet. Curb radius at the northeast corner of this intersection will be 50 feet with tapers. Traffic counts are currently being performed by the STATE to determine the applicable design vehicle and appropriate design radius.

- Curb radii on the west side of the Northeast 116th Street / 120th Avenue Northeast intersection will be 40 feet in the northwest quadrant and 35 feet in the southwest quadrant with a tapered curb line design. The STATE understands that pedestrian movement is important to the CITY at this intersection; the STATE agrees to continue to work on alternatives to reduce the pedestrian walk distance while still meeting STATE design requirements within the limited access.
- The CITY's Capital Improvement Plan provides for project CST-0060, which will extend 118th Avenue Northeast south to tie into the Northeast 116th Street widening improvements that will be constructed in Stage 2. This project is currently unfunded; however, both the CITY and the STATE recognize that funding could likely become available as public and private development activity intensifies. If the CITY receives funding for its project before Stage 2 design is finalized, the STATE will perform the additional traffic modeling, analysis, and design necessary to incorporate this new road into the Northeast 116th Street Stage 2 design.

Pedestrian Improvements

- North side of Northeast 116th Street: Construct an 8 foot wide sidewalk (from 120th Avenue Northeast to 124th Avenue Northeast). Construct a 4.5 foot wide planter strip between the curb and the sidewalk except under the I-405 mainline structure where there will be no planter strip.
- South side of Northeast 116th Street: Construct a 10 foot wide sidewalk under the I-405 mainline structures that tapers to an 8 foot wide sidewalk with a 4.5 foot wide planting strip on the east of the structure that ties into the existing sidewalk radius at 124th Avenue Northeast. West of I-405 but east of 120th Avenue Northeast, the sidewalk will be 10 feet wide.
- Northeast 116th Street / 120th Avenue Northeast intersection:
 - Construct 5 foot wide sidewalk on the east side of 120th Avenue Northeast both 300 feet north of BNSF right of way and 250 feet south of Northeast 116th Street.
 - Construct a 5 foot wide sidewalk with a 4.5 foot wide planting strip on the west side of 120th Avenue Northeast, 250 feet north of Northeast 116th Street, matching and tying into the existing 5 foot wide sidewalk.
 - Rebuild the 5 foot wide existing sidewalk on the west side of 120th Avenue Northeast 1000 feet south of Northeast 116th Street to match the existing 5 foot sidewalk.
- All new sidewalks will be ADA compliant.

EXHIBIT E

AESTHETIC ELEMENT DETAILS

Stage 1

- Noise & Retaining Wall Texture- On the community side of new noise walls an Ashlar Finish will be used.
- Community Art - It's the CITY's goal to provide aesthetic and artistic treatment where appropriate to enhance the public experience and to assist in providing a stronger sense of community identity. A design theme is in place which has undergone specific public process and some lengthy discussion; it's gained popular support among the CITY Council, the Kirkland Advisory Committee, and the Kirkland Cultural Council. For the current highway Nickel Project, it's the CITY's intent to re-use the original art form liners available from another project to places determined appropriate by the CITY and STATE. The STATE, through its staff and its corridor-wide Context Sensitive Solutions Aesthetics Advisory Committee, will assist the CITY in determining all applicable walls (retaining, noise, and structure abutment walls, etc.), and wall areas for original art treatment. This information is critical in helping the CITY determine additional costs, if any, for such work. And, the CITY shall pay additional costs associated with this substitution, if any apply. The STATE and/or its D-B Contractor will assist to coordinate the exchange and sharing of form liner molds as specific wall enhancement projects occur.
- Northeast 116th Street Abutment Texture - The abutment wall will use Ashlar finish alternating with the I-405 Rhododendron upsweep standard form, as identified in the I-405 Urban Design Guidelines, or a substitute wall surface treatment determined by the City of Kirkland (see below). The ends of the Northeast 116th Street bridge abutments will have a horizontal pattern treatment.
 - The Sound Transit 128th Street Bridge project is constructing original art with form liners of unique design, the result of a long community-based process. The CITY is considering application of original art form liners between the Ashlar finish areas at the 116th Street location (among others) from the Sound Transit 128th Street Bridge project. The spaces between the Ashlar treatments are an agreed, potential location for community art. Coordination with the Sound Transit 128th Street Bridge project shall be an expectation for the STATE's Design-Build Contractor.
- Pedestrian lighting as described in the I-405 Urban Design Guidelines will be provided on the north side under the Northeast 116th Street structure. The fixtures will be provided and installed by the STATE and maintained by the CITY at CITY expense.
- Landscaping will be designed and installed as described in the I-405 Urban Design Guidelines. The STATE will cooperate and work with the CITY to preserve trees.
- Along the mainline, plantings will be informal or natural in appearance and will utilize all native plantings (a mix of native evergreen and deciduous trees and shrubs).
- Roadway lighting will be provided and installed by the STATE.
- Bridge Structure will be color stained as described in the I-405 Urban Design Guidelines.

- Right-of-way safety fence, as described in the I-405 Urban Design Guidelines, will be provided by the STATE.

Stage 2

- Noise & Retaining Wall Texture- On the community side of new noise walls an Ashlar Finish will be used.
- Pedestrian lighting will be provided on the south side under the Northeast 116th Street structure. The fixtures will be provided and installed by STATE and maintained by the CITY.
- Stone Landscaping- On the south side of Northeast 116th Street, between the back of the sidewalk and the abutment face, a stone landscape will be provided.
- Seating, as described in the I-405 Urban Design Guidelines, will be provided on the south side of the Northeast 116th Street sidewalk and on the north side just east and west of the proposed 116th bridge abutment.
- Landscaping will be designed and installed as described in the I-405 Urban Design Guidelines. The STATE will cooperate and work with the CITY on tree preservation.
 - At the I-405 / Northeast 116th Street I/C, the landscaping will focus on accent or street tree planting in informal groupings at the intersections or on-off ramps that can potentially tie in with adjacent street tree plantings and provide a sense of entry and accent.
 - Stone landscaping under the Northeast 116th Street bridge will be provided by the STATE.
- The sidewalk will be constructed of color stained concrete, enhanced by a square/rectangular pattern, as described in the I-405 Urban Design Guidelines.
- Roadway lighting will be provided and installed by the STATE.
- Traffic Barrier will be color stained as described in the I-405 Urban Design Guidelines.
- Right-of-way safety fence, as described in the I-405 Urban Design Guidelines, will be provided by the STATE.
- The following work will be considered for inclusion in Stage 2 provided funding is available:
 - The Northeast 60th Street and Northeast 80th Street pedestrian overpasses, and the Northeast 100th Street Pedestrian/Emergency Access overpass will be retrofitted to upgrade the structures to aesthetics levels identified by programmatic context sensitive solutions (CSS) goals in the I-405 Urban Design Guidelines, to include: paint, replacement of existing handrails or chain link rails/cages with new curvilinear handrails, and street name identification where the structure will support it.
 - The Northeast 124th Street overpass will be reconfigured to provide pedestrian safe passage and retrofitted to upgrade the structure to aesthetics levels identified by programmatic CSS goals in the I-405 Urban Design Guidelines. Aesthetics improvements to include: paint, replacement of existing handrails with new curvilinear handrails and street name identification where the structure will support it. Safety

improvements may require traffic barriers, pedestrian-activated crossings, and lane re-striping work and reconfigurations.

EXHIBIT F
STORM DRAINAGE DESIGN ELEMENTS – NORTHEAST 116TH STREET

Stage 1

- Design will include installation of approximately 370 linear feet of 24 inch pipe with associated drainage structures along the southern edge of Northeast 116th Street. Improvements will extend from the southeast quadrant of the interchange running west under the I-405 main line, and connect to an existing catch basin located under the southbound bridge. The new conveyance piping will replace an existing open ditch and constrictive 15 inch pipe segments that are known to cause flooding in this area. Proposed piping and structures will be located to function with future (Stage 2) alignment configurations.
- Design will replace additional drainage structures in the southeast quadrant of the interchange to collect runoff from the northbound off-ramp and existing private drainage facilities lying southeast of the interchange. These structures will connect to the proposed 24 inch conveyance system at Northeast 116th Street.
- The performance goal of the Stage 1 storm drainage improvements on Northeast 116th Street is to resolve the flooding problems due to pipeline constriction and vegetation blocking grates within the STATE'S right-of-way. Should the actual design and construction solution in Stage 1 not resolve this problem, the STATE agrees to meet with CITY'S engineering and maintenance staff, and to provide a temporary relief for that period between Stages 1 and 2 (approximately 2007 – 2009). At Stage 2 when the Northeast 116th Street interchange will be completed, WSDOT would include and address final solutions for storm drainage flooding in that stage.

Stage 2

- Design will include installation of new drainage structures and lateral piping to function with roadway improvements along Northeast 116th Street. New drainage structures will include curb inlets to reduce leaf blockage at the inlet grates. Stage 2 drainage improvements will connect with the 24 inch trunk line along Northeast 116th Street.

EXHIBIT G
WETLAND MITIGATION SITE DETAILS

Forbes Lake West Site: Forester and Van Alstyne properties (to be acquired by the STATE)

- The STATE agrees to:
 - Design a wetland mitigation plan to 100% permit design (such plan shall include a Maintenance and Monitoring program).
 - Encumber this property site with a conservation easement providing perpetual maintenance as a wetland and buffer. Include a provision to allow appropriate public access and use, such as trails and picnic shelters, which are in keeping with the wetland functions.
 - Construct wetland mitigation under Stage 1 design build contract.
 - Own, maintain and monitor the site for a 10 year ‘establishment’ period. Design Builder will be responsible for maintenance during the plant establishment period as outlined in the I-405, SR520 to SR522 Stage 1 Request for Proposal. Thereafter the STATE, through funding provided by the I-405 project, will continue maintenance until the 10 year establishment is complete. If the CITY’s development timeline is within the 10 year establishment period, this AGREEMENT would need to be amended to specify the work needed to be done, through a coordination and information meeting between the CITY and the STATE. The cost for such work associated with the new improvements would be borne solely by the CITY. Establishment requirements and costs for the PROJECTS wetland mitigation efforts would continue to be borne by the STATE for those areas not disturbed by the CITY’s new park improvements for the balance remaining of the 10 year establishment period.
 - Work with the CITY during the ‘establishment’ period to accommodate the CITY’s public access and use plans that are consistent with the wetland mitigation functions at the site.
 - Convey ownership of the wetland mitigation site property to the CITY following the 10 year establishment period, unless the PARTIES agree to an earlier transfer.
 - Provide annual reports to the CITY’s Parks and Planning Departments. This annual report should depict the baseline condition including at a minimum field pictures of how the area is re-vegetated, success rates of planting, and the appearance of any invasive material on the site. Annual report must also meet the content requirements of Kirkland Zoning Code 90.55.
 - To accommodate future use plans, the STATE will not fence mitigation sites.
- The CITY agrees to:
 - Assume ownership of the wetland mitigation property after the 10 year ‘establishment’ period, or at such time as the CITY’s planned development requires it, whichever occurs first (to be determined in a future amendment to this AGREEMENT, see discussion above).
 - Assume maintenance of the wetland function of the site in perpetuity.
 - Prior to completion of the 10 year establishment period, if the CITY desires to make modifications to the wetland mitigation site, the PARTIES will enter into a separate agreement that defines the work and addresses issues of design,

construction, funding, and maintenance related to the desired modifications. The CITY will be responsible for obtaining any required permits related to the desired modifications.

Forbes Lake East Site (currently owned by the CITY's Parks Department):

- The STATE agrees to:
 - Prepare the wetland mitigation site design plans in conjunction with the CITY's Parks Department to accommodate their future use plans. The plans will include grading and planting that does not preclude future trails, parking and passive recreation facilities.
 - Design a wetland mitigation plan to 100% permit design (such plan shall include a Maintenance and Monitoring program).
 - Construct wetland mitigation under the Stage 1 design build contract.
 - Maintain and monitor the site for a 10 year 'establishment' period. Design Builder will be responsible for maintenance during the plant establishment period as outlined in the I-405, SR520 to SR522 Stage 1 Request for Proposal. Thereafter the STATE, through funding provided by the I-405 project, will continue maintenance until the 10 year establishment is complete. If the CITY's development timeline is within the 10 year establishment period, this AGREEMENT would need to be amended to specify the work needed to be done, through a coordination and information meeting between the CITY and the STATE. The cost for such work associated with the new improvements would be borne solely by the CITY. Establishment requirements and costs for the PROJECTS wetland mitigation efforts would continue to be borne by the STATE for those areas not disturbed by the CITY's new park improvements for the balance remaining of the 10 year establishment period.
 - Work with the CITY during the 'establishment' period to accommodate the CITY's public access and use plans that are consistent with the wetland mitigation functions at the site.
 - Provide annual reports to the CITY's Parks and Planning Departments. This annual report should depict the baseline condition including at a minimum field pictures of how the area is re-vegetated, success rates of planting, and the appearance of any invasive material on the site. Annual report must also meet the content requirements of Kirkland Zoning Code 90.55.
 - To accommodate future use plans, the STATE will not fence mitigation sites.
 - The STATE agrees to not increase any size of mitigation area on Forbes Lake East sites due to any recently located or yet to be found wetlands on this project or any other public project requiring mitigation.
- The CITY agrees to:
 - Grant and convey to the STATE the right of entry upon this property for the purpose of constructing and maintaining the wetland mitigation site through the establishment period.
 - Encumber this property with a conservation easement providing perpetual maintenance as a wetland and buffer.
 - Assume maintenance of the wetland functions of the site in perpetuity.

- Prior to completion of the 10 year establishment period, if the CITY desires to make modifications to the wetland mitigation site, the PARTIES will enter into a separate agreement that defines the work and addresses issues of design, construction, funding, and maintenance related to the desired modifications. The CITY will be responsible for obtaining any required permits related to the desired modifications.